

TOWN OF WARREN RHODE ISLAND

PUBLIC WORKS DEPARTMENT

JAMIEL'S PARK PAVILION

SPECIFICATIONS

DEAD LINE

10:00 AM December 23, 2016

Prepared By:
John M Massed
Director of Public Works

Town of Warren Rhode Island
Jamiel's Park Pavilion
December 2016

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Section I

Invitation to Bid

Town of Warren
514 Main Street
Warren RI 02885

Contractors are invited to submit sealed bids to:

Town of Warren
C/O Warren Town Clerk
514 Main Street
Warren RI 02885

Deadline: December 23, 2016 10:00 AM

Project: Jamiel's Park Pavilion

Contact: Thomas Degnan
Director of Public Works
(401) 245 - 0200

Bid documents may be obtained or examined at the Office of the Warren Town Clerk, 514 Main Street, Warren Rhode Island 02885. The Town of Warren reserves the Right to award this project to the lowest, qualified, evaluated, responsive bidder. The Town of Warren reserves the Right to reject any and all bids or to accept the bid deemed in its best interest. The Town of Warren reserves the right to reject any bids at their discretion, for reasons that could include, but not limited to past performances from provided references, lack of proper equipment, lack of manpower to complete project in a timely fashion. The Town of Warren is an equal opportunity employer

End of Section

Section II

Instructions to Bidders

Article 2A Performance Bond

1a. A performance bond shall be provided by the successful bidder, covering the faithful performance of the contract and payment obligations arising there under. Bonds may be obtained from the Contractor's usual source and shall equal 10% of the total contract sum.

1b. The Contractor shall deliver the require bond to the Town on or before the date the agreement in entered into. Bond requirement will be waived if project does not exceed \$ 20,000.00

Article 2B Insurance

2a. The successful Bidder shall provide the Town a copy of his/her liability policy prior to the signing of the agreement. The contractor's General Liability Policy shall not be written for less than the following limits or greater if required by law.

1. Workers Compensation
 - (A) State Statutory
 - (B) Employer Liability \$ 3,000.000.00
2. Comprehensive General Liability
(Including premises operation, Independent Contractor's protective products and complete operations, Broad form property damage)
 - (A) Bodily injury
 - \$ 3,000.000.00 each person
 - \$ 3,000.000.00 each occurrence
 - \$ 3,000.000.00 annual aggregate
 - (B) Property Damage
 - \$ 3,000.000.00 each person
 - \$ 3,000.000.00 each occurrence
3. Contractual Liability
 - (A) Bodily injury
 - \$ 3,000.000.00 each person
 - \$ 3,000.000.00 each occurrence
 - (B) Property Damage
 - \$ 3,000.000.00 each occurrence

Article 2C. General Instructions

Submission of Bids

All copies of the bid and any other documents required shall be submitted in a sealed envelope and submitted to the office of the Warren Town Clerk , 514 Main Street, Warren RI 02885. All submissions shall be clearly marked on the outside “Bid Document Enclosed, “Jamiel’s Park Pavilion” on the face thereof.

No bid may be withdrawn for a period of ninety (90) days from the time of the bid opening. The Town reserves the right to waive this requirement in order to protect the interest of the Town.

Notice of Award

The Contract shall be deemed as having been awarded when the Warren Town Manager has duly served formal notice of acceptance of his proposal upon the intended successful bidder.

Start Date

Work shall begin within 6 weeks after the formal awarding of the contract, or when weather permits.

Bid Openings

Bids are to be place in a sealed envelope clearly marked “Bid Document, Jamiel’s Park Pavilion” and addressed to the Warren Town Clerk, 514 Main Street, Warren RI 20885.

Sealed bids are to be submitted no later than 10:00 AM. Friday, December 23, 2016 at which time they will be opened publicly in the Town Clerk’s Office on the above mentioned date and time.

Questions

Questions regarding this bid may be directed to: Thomas Degnan, Director of Public Works, at (401) 245-0200.

Responsibility for Measurement and Quantities

The bidding contractor shall be solely responsible for the accuracy of all measurements and for the estimating labor, equipment and materials required to satisfy these specifications.

Discrepancies and Addenda

Should a bidder find discrepancies in these specification or should be in doubt as to their meaning, he/she shall notify the Owner at once, who will send a written addendum to all bidders on record. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

No addenda will be issued later than four (4) days prior to the date for the receipt of the bids, except an addendum, if necessary, postponing the date for the bid opening or a withdrawal of the request for bids. Each Bidder shall ascertain before submitting his/her bid, that they have received all addenda issued and he shall acknowledge their receipt in his bid.

No extras will be authorized because of failure of the bidder to include work called for in these specifications. Any extras deemed necessary will be by mutual consent of both parties. Cost of extras shall use the unit prices called for in the specifications, The Owner and the Contractor will agree upon cost before the work is begun. If any necessary extra has no unit price called for in the specifications, negotiated cost will be negotiated between the parties before any work is done.

Owner's Right to do Work

Should the Contractor neglect to properly prosecute the work, or fail to perform any provisions of these specifications. The Owner, after given written notice to the Contractor, may, without prejudice to any other remedies he may have, perform the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Competency of Bidder

To enable the Owner to evaluate the competency and financial responsibility of the Contractor, the bidders shall include with the bid package, the following items:

A list of present contracts, including dollar value, percentage of completion and the names of the owners involved.

A statement regarding any past, present or pending litigation.

A list of all equipment owned and maintained by the Contractor that will be used to complete this contract or has available as a contingency for completion of this contract.

Safety Requirements

All work shall be performed in a safe manner. The contractor shall keep premises free of any hazardous material or equipment. In all events where town of Warren property and/or equipment is damaged by the Contractor's employees, a full report of the facts and extent of the damage shall be filed with the Warren Police Department within 24 hours of the event. Full access to the property shall be maintained, at all times, during construction of this project.

Responsibility for Work

The contractor shall be responsible for all damage to persons, and/or property that occur as a result of his fault or negligence in connection with the prosecution of the work.

Damage or Loss of Contractor's Supplies and Contractor's Employees Property

The contractor is responsible for taking action to protect his supplies, materials and equipment and the personal property of his employees from loss damage or theft.

Sub-Contracting

The successful bidder shall not sub-contract the whole or any part of this work without the written consent of the owner.

Change Orders

One or more changes to the work within the general scope of this contract, may be ordered by Change Order. The Contractor shall proceed with any such changes, and the same shall be accomplished in strict accordance with the following terms and conditions:

1. Change Order shall mean a written order to the contractor executed by the Town after execution of this contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
2. Any changes in the Contract price shall be determined as follows:
 - a. By mutual agreement between the Town and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order. Such changes in the Contract Price, together with any

conditions or requirements relating thereto, being initialed by both parties and the Contractor's execution of the change order.

b. If no mutual agreement occurs between the Town and the Contractor, the change in the contract price, if any, shall be derived by determining the reasonable actual cost incurred or the savings achieved, resulting from revisions in the work. Any such costs or savings shall be documented in the format and with such content and detail, as the Town requires.

3. The execution of a change order by the contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor by executing the Change Order, waives and forever releases any claim against the Town for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

4. The Town may at any time, as the need arises, order changes within the scope of work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

Prevailing Wages

1. This is a municipal project and all provisions of the Davis Bacon Act shall apply. The successful Bidder agrees to comply with the provisions of the federal Davis-Bacon Act as well as the provisions of the Rhode Island Prevailing Wage Act and all corresponding rules and regulations. The successful Bidder shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above cited laws.

End of Section

Section III

Scope of Work

Article 3A

General

Scope of Work

- : It is the intention of the Town of Warren to create one pavilion area. The location of the park will be at Jamiel's Park, 150 Market Street, Warren RI 02885. The pavilion will be located near the softball home plate. Pavilion shall be Manufactured by Poligon available through M.E. O'Brien & Sons, bidders are encourage to bid available makes and models, alternate structures will be considered
-
- The bid price must include equipment, shipping, taxes, safety surfacing, containment borders, drainage if required, related amenities, and installation by a certified installer. A detailed price sheet for each of these items must be provided.
-
- Equipment shall be commercial quality and very low maintenance. 20' x 24' Rectangular gable roof with tongue and groove roof deck, multi-rib metal roof, snow load 36, and wind speed 136 is preferred. (example REK-20x24TG). Wooden pavilions are not desired. Written specifications of the equipment shall be provided.
-
- Installation shall include: receive, inventory and deliver materials to site, layout and excavate footings thru grass, supply and install rebar cages, set anchor bolts, and erect and assemble structures in accordance with the manufacture's recommendations.
-
- The equipment and surfacing material shall meet the most current Consumer Product Safety Commission Guidelines and the American Society for Testing Materials.
-
- The equipment and surfacing shall meet the most current and pending requirements of the Americans with Disabilities Act, to include the required amount of accessible, elevated and ground level components.
-
- Necessary utilities will be provided by the town of Warren to the site. Landscaping will not be completed at this time.
-
- All work must be completed in accordance with the site specifications contained within Attachment #1.
-
- After a notice to proceed is issued, 90 days will be allotted to the contractor to complete this project weather dependent.
-
- Proposal Response: Each proposal submitted should include the following:
-
- A scaled drawing along with a written description of the proposed pavilion. (Plans should be drawn at 1" = 10' scale)

A 3D drawing, in color, of the proposed playground. (Color scheme should fit with the theme).

- Factory warranties and Product Liability information.
-
- Schedule of proposed work
- An add alternate item for bidding purposes shall be the installation of a concrete pad sufficient to support the pavilion and provide a durable base for the structure.
- Concrete pad shall be 4" thick 4000# $\frac{3}{4}$ concrete mix 24' X 28" and extend 2' beyond the foot print of the pavilion. Total cost for the concrete pad shall be entered under Bid #2 on the bid form and will be a conditional part of the project if funds are available.



The site of the pavilion installation is a capped closed land fill with a liner 2 feet below grade. All material below the installed filter fabric shall be treated as hazardous material and kept separate from any other non-contaminated material for testing and disposal. The material will be placed on site and capped by the Public Works Department in the appropriate area and capped as specified in the D.E.M. Remedial Action Work Plan section 3.12 on the Phase 3 area of the landfill closure.

End of Section

Article 3B

Measurement and Payment

Bid Item #1

PAVILION

Work under this Item shall include the complete installation of a 20' x 24' gabled roofed pavilion at Jamiel's Park in the Town of Warren. Cost shall be included in the total bid price on the Bid sheet.

Measurement and payment of this Item "Pavilion" shall be lump sum and shall include all materials, labor, equipment, staging, tools and any incidentals required to complete this item of work, in accordance with these specifications, to the satisfaction of the Director of Public Works.

Bid Item #2

CONCRETE PAD

Work under this Item shall include the installation of a 24' x 28' 4000# $\frac{3}{4}$ " concrete pad to serve as a floor for the installed pavilion. Cost shall be included in the total bid price on the Bid sheet.

Measurement and payment of this Item "Concrete Pad" shall be lump sum and shall include all materials, labor, equipment, staging, tools and any incidentals required to complete this item of work, in accordance with these specifications, to the satisfaction of the Director of Public Works.

End of Section

SECTION IV

BID FORM

TO: Town of Warren
Office of Town Clerk
514 Main Street
Warren, Rhode Island 02885

PROJECT: Jamiel's Park Pavilion,
December 2016

Date: -----

Submitted By: -----

Include Address -----

Telephone # -----

License # -----

BID

Having examined the place of work and all matters referred to in other sections of this document prepared by the Town of Warren, Public Works Department for the above mentioned project, we the undersigned, hereby propose to enter into a contract to perform the work for the total sum of:

(Numerically)

(Written)

Addendum -----

Addendum -----

Addendum -----

Article 4A Acceptance

This bid shall irrevocably be open to acceptance for 90 days from the bid closing date. If this bid is accepted by the Owner within 90 days, we will:

1. Furnish the required bonds and insurance certificates in compliance with provision of the instruction to bidder.
2. Commence work before April 1, 2016 Option A

Article 4B Contract Time

If this bid is accepted, we will complete the work prior to April 22, 2016

Article 4C Bid Form Signatures

(Bidders Printed Name)

By: -----
(Signature)

Title: -----

Article 4D Bid Items

Description	Quantity	Total Cost
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Bid Item #1

Pavilion	Lump Sum	_____
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Bid Item #2

Concrete Pad	Lump Sum	_____
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End of Section
Town of Warren
514 Main Street
Warren, RI 02885-

Hereinafter called the OWNER

SECTION V

CONTRACT

FOR: Jamiel's Park Pavilion_

THIS CONTRACT, made this _____ day of _____, 2016, by and between the Town of Warren hereinafter called the OWNER and

Contractor Name: _____

Contractor Address _____

City, State, ZIP _____

Hereinafter called the CONTRACTOR

WHEREAS, the OWNER requires the that chain link Pavilion be installed at veterans field hereinafter called the PROJECT, in accordance with the Contract Documents and all applicable federal, state and local laws and regulations,

NOW, THEREFORE, the OWNER and the CONTRACTOR, in exchange for the mutual considerations set forth herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, tools and services necessary to perform and complete the PROJECT in strict compliance with the Contract Documents. The CONTRACTOR'S services shall hereafter be referred to as the WORK.

ARTICLE II: THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the WORK, subject to additions and deductions provided by the Contract Documents, the total sum of

Amount in words

\$ _____
Amount in numbers

The CONTRACTOR shall be paid the prices stipulated in the Bid in full compensation for everything furnished and performed by the CONTRACTOR under this Contract, including all WORK required, but not specifically mentioned, and all loss or damage arising out of the nature of the aforesaid WORK, the action of the elements, any

unforeseen obstruction or difficulty encountered in the prosecution of the WORK, all risks of every description connected with the WORK, all expenses incurred by or in consequence of the suspension or discontinuance of the WORK as herein specified, and for well and faithfully completing the WORK and the whole thereof, as herein provided.

ARTICLE III: TIME OF COMPLETION

- a. The WORK to be performed under this Contract shall be completed in accord with the provisions of the specifications.
- b. The time to completion designated in “a” above shall be considered the essence of the Contract and, time being of the essence of this Contract, CONTRACTOR shall, after notification by the OWNER to commence the WORK, prosecute the WORK diligently, using such means and methods as will insure completion within the time designated therefore.
- c. The CONTRACTOR shall pay monetary liquidated damages to the OWNER for each and every calendar day that the CONTRACTOR shall be in default in completing the WORK within the time stipulated in the Contract Documents.

ARTICLE IV: THE CONTRACT DOCUMENTS

- a. The parties agree that the terms and conditions contained in the Contract Documents (including bid information, bid documents, specifications, supplemental specifications and drawings) are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract.
- b. In addition, the Owner’s Representative shall furnish to the CONTRACTOR supplementary drawings or explanations as may be necessary to illustrate the WORK to be done, and the CONTRACTOR shall conform to same as part of this Contract, and all such supplemental information shall be part of the Contract Documents.
- c. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR and may only be amended as herein described.

ARTICLE V: SUBCONTRACTORS

- a. The CONTRACTOR shall provide the name or names of all subcontractors and the portion of the WORK they are to perform. The OWNER may, for good cause shown, reject the proposed subcontractor and the CONTRACTOR shall replace said subcontractor with another to the satisfaction of the OWNER.
- b. The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relationship between any subcontractor and the OWNER. Additional terms concerning

the duties and obligations of the CONTRACTOR and its subcontractors are further defined in the Contract Documents.

ARTICLE VI: WAIVERS

Neither the inspection by the OWNER or the OWNER'S agents, nor any orders or measurement of certificates by the Owner's Representative, nor any order by the OWNER for the payment of money, nor payment for or acceptance of the whole or any part of the WORK by the OWNER, nor any extension of time or any possession taken by the OWNER or its employees shall operate as a waiver of any provision of this Contract, any power herein reserved to the OWNER, or any right to damages herein provided. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions, or legal proceedings. The OWNER shall also be entitled as of right to a writ of injunction against any breach of any of the provisions of this Contract.

ARTICLE VII; OWNER AND RESPONSIBILITY OF THE OWNER'S REPRESENTATIVE

- a. All WORK shall be done under the observation of the Owner's Representative, or another designee of the OWNER. The Owner's Representative shall decide any and all questions which may arise regarding the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Contract Documents, and all questions concerning the acceptable fulfillment of the Contract by the CONTRACTOR.
- b. The Owner's Representative's services during the construction of the PROJECT are intended to provide the OWNER a greater degree of confidence that the completed WORK of the Contractor will conform in general to the Contract Documents, Drawings and Specifications. The Owner's Representative shall not, during visits to the PROJECT site or as a result of observations of the CONTRACTOR'S WORK in progress, supervise, direct or have control over CONTRACTOR'S WORK, nor shall the Owner's Representative have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the CONTRACTOR. for any safety precautions and programs incident to the WORK of CONTRACTOR, or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to the CONTRACTOR'S furnishing and performing the WORK. Accordingly, Owner's Representative neither guarantees the performance of any CONTRACTOR or subcontractor, nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform the WORK safely or in accordance with the Contract Documents.
- c. The CONTRACTOR will be responsible for applying for and securing any State required permits necessary for the completion of this project. All permits shall be in place prior to the CONTRACTOR starting construction. Any delays in caused by the permit process

shall not be a liability to the CONTRACTOR as to completion time and any penalties set forth in these Specifications.

ARTICLE VIII: SUCCESSORS AND ASSIGNS

This Contract and all of the covenants herein shall be binding upon the OWNER and the CONTRACTOR respectively, and the CONTRACTOR'S subcontractors, sub-consultants, partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have any right to assign, transfer or sublet their interests and obligations hereunder without written consent of the other party.

ARTICLE IX: TERMINATION

- a. The OWNER may, upon seven days written notice to the CONTRACTOR, and at any time after the execution of this Contract, terminate or limit the services of the CONTRACTOR furnished hereunder, for any reason, including, but not limited to the abandonment of the PROJECT, or the unavailability of funds to complete the WORK.

In the event of such termination, the CONTRACTOR shall be compensated for its authorized services rendered up to that date, and for all reasonable shutdown costs. In the event that any part of any clause or provision of the Agreement is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to the Agreement.

ARTICLE X: INSURANCE AND INDEMNIFICATION

- a. The CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the OWNER and its respective officers, employees and agents against any loss, liability, claims or demands (including death and/or property damage) arising out of or resulting, in whole or in part, from the CONTRACTOR'S performance of this Contract.
- b. The CONTRACTOR shall provide insurance required by the Contract Documents to completely protect and save harmless the OWNER, consultants, agents and employees from any and all losses, liens, claims, suits, judgments and proceedings of whatever nature arising out of the conduct of the WORK or the performance of the CONTRACTOR.
- c. All insurance that is required to be maintained by the CONTRACTOR shall be in the amounts and for the coverage's specified herein and with such insurance companies as approved by the OWNER. Insurance companies must be licensed to do business in the State of Rhode Island,
- d. Certificates of Insurance shall name the OWNER, consultants, agents and employees, as additional insured, as required in the Contract Documents. Should any of the WORK

proceed without the submission of a Certificate of Insurance, such allowance shall not be deemed a waiver of these insurance requirements and the CONTRACTOR shall nevertheless be responsible for providing such coverage.

- e. All proof of insurance submitted to the Town shall clearly set forth all exclusions and deductible clauses. The Town may allow certain deductible clauses which are not considered excessive, overly broad, or harmful to the interests of the Town. Standard exclusions will be allowed provided they are not inconsistent with the requirements hereof. Allowance of any additional exclusions is at the discretion of the Town. Regardless of the allowance of exclusions or deductions by the Town, CONTRACTOR shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law
- f. In the event that CONTRACTOR provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which CONTRACTOR is required by the terms of this Contract to maintain insurance, said certificates shall be acceptable, but CONTRACTOR shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that the Town is continuously in possession of evidence of CONTRACTOR'S insurance in accordance with the foregoing provisions
- g. Insurance coverage in the minimum amounts required by OWNER shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor does it preclude the Town from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.
- h. Failure or refusal of CONTRACTOR to renew its insurance policy, or cancellation, termination or modification of the policy so that the insurance does not meet the requirements of this Contract shall constitute a breach of this Contract.
- i. **Force Majeure:** Neither party shall be liable to the other party for breach or delay in the performance of its obligations hereunder cause by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, except strikes involving a party's personnel (if such party attempts to claim force majeure protection), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God, except reasonably anticipated weather conditions normal for the Northeast Region of the US; provided, however, that whenever the provisions of this Article are believed to apply, the party relying thereon shall give prompt written notice to the other party of the circumstances, the basis for applicability of this Article and the time required to cure such breach or delay and Contractor and Owner shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This clause may not be used to avoid or delay any payments due to either party.

ARTICLE XI: CONTRACTOR'S STATUS AND RESPONSIBILITIES

- a. The CONTRACTOR'S status shall be that of an independent principal, and not as an employee or agent of the OWNER. Contractor is a corporation, duly authorized and validly existing under the laws of the State of Rhode Island, has all requisite power and authority to carry on business as now conducted, to own or hold properties and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is qualified to do business and is in good standing in all jurisdictions where the nature of its business requires such qualifications
- b. The CONTRACTOR shall be responsible for providing competent, suitably qualified personnel to perform the WORK.
- c. The CONTRACTOR shall be responsible for proceeding with the WORK and adhering to the schedule during all disputes or disagreements with the OWNER. No WORK shall be delayed or postponed pending resolution of any dispute or disagreement.
- d. The CONTRACTOR shall pay to the OWNER, and the OWNER shall have the right to deduct from the full amount of all expenses, losses and damages from all monies due or to become due to the CONTRACTOR under this Contract for any of the following:
 1. Any defect, omission or mistake of the CONTRACTOR or its employees; and the repair of same, as determined by the Owner's Representative.
 2. All costs of Owner's Representative's work and inspection after the specified time for the Contract.
 3. All costs incurred by the OWNER for overtime payments to the inspection personnel caused by the CONTRACTOR'S overtime work. Overtime is considered as all hours worked exceeding eight (8) hours per day or forty (40) hours per week; all hours worked on Saturday or Sunday, and all hours worked on legal holidays observed by the OWNER.
 4. Liquidated Damages in the amount set forth in Schedule A hereof for each and every calendar day that the CONTRACTOR shall be in default of completing the WORK of the Contract. This sum is hereby agreed to be proper and reasonable liquidated damages that the OWNER will suffer by reason of such default.
 5. All costs associated with liens filed by any of the CONTRACTOR'S subcontractors seeking payment for work and/or services performed in connection with this Contract.
 6. This Agreement, and each Appendix, Exhibit or Schedule attached hereto, to which Contractor is or will be a party has been or will be duly authorized by all necessary action on the part of, and has been or will be duly executed and

delivered by, Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof; (i) requires the approval and consent of any governmental authority or any other Person or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable or binding on Contractor to the best of Contractor's knowledge, any general or limited partner of Contractor.

ARTICLE XII: GUARANTEE AND CORRECTION OF DEFECTIVE WORK

- a. The CONTRACTOR warrants and guarantees to the OWNER that all WORK will be performed in accordance with all applicable federal, state and local laws, standards and regulations and these Contract Documents; and that the WORK will not be defective.
- b. If within two (2) years after the acceptance date, any WORK is found to be defective, the CONTRACTOR shall promptly correct the Defective WORK, or remove and replace it with non-defective WORK, as directed by the OWNER, and at no additional cost to the OWNER.
- c. Nothing in Paragraphs a and b above shall relieve the CONTRACTOR or Manufacturer from fulfillment of the terms of the product warranty required in the specifications.

ARTICLE XIII: AGREEMENT BINDING

This Contract shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. Upon the execution of this Agreement the same will be a legal and binding obligation enforceable against the Contractor in accordance with its terms.

ARTICLE XIV: GOVERNING LAW

The laws of the State of Rhode Island will govern the validity of this Contract, its interpretation and performance. Contractor is familiar with all applicable federal, state and local statutes, laws and regulations, codes and ordinances, relating to the work herein described and will comply in all material respects with all applicable laws and regulations thereto

ARTICLE XV: PREVAILING WAGE RATE

The CONTRACTOR agrees to comply with the provisions of the federal Davis-Bacon Act as well as the provisions of the Rhode Island Prevailing Wage Act and all corresponding rules and regulations. The CONTRACTOR shall pay all workers employed in the performance of this Contract the prevailing wages determined pursuant to the above cited laws.

ARTICLE XVI: APPLICABLE LAWS AND SAFETY REGULATIONS

- a. Where any portion of this Contract is to be paid with federal funds, CONTRACTOR shall comply with all applicable provisions of federal law and regulations, including without limitation the Federal Aid Highway Act, Davis-Bacon Act, and Title VI of the Civil Rights Act of 1964 as amended and supplemented, and required provisions for federal aid contracts as provided in Chapters 85, 86 and 88 of the Public Laws of Rhode Island of 1960.
- b. CONTRACTOR and all of its subcontractors and representatives shall comply with all pertinent laws, statutes, ordinances and regulations, whether federal, state or local. The CONTRACTOR will be required, in accordance with the provisions of the Minority Business Enterprise (MBE) Affirmative Action Certification for Contractors and Consultants, to meet the established goal of not less than ten(10) percent of the contract bid price to the Contractors, Subcontractors, and/or Suppliers which will qualify as Minority Business Enterprises for work involving Asphalt
- c. In accordance with generally accepted practices, CONTRACTOR shall be solely and completely responsible for conditions in, on and near the job site, including the safety of all persons and property affected in any way by its operations, during performance of the WORK. This requirement will apply continuously 24 hours per day, seven days per week and shall not be limited to normal working hours. The CONTRACTOR shall be solely responsible for the construction means, methods, techniques, sequences or procedures necessary for performing, superintending or coordinating all portions of the WORK and any health and safety precautions required by any regulatory agency.
- d. The duty of the OWNER or its authorized representative to conduct a review of CONTRACTOR'S performance does not include review of the adequacy of its safety measures in on and near the job site.

ARTICLE XVII: MAINTENANCE AND INSPECTION OF RECORDS

- a. CONTRACTOR and all subcontractors shall maintain their books, records, financial documents and all other financial records relevant to the PROJECT pursuant to this Contract in accordance with generally accepted accounting practices.
- b. OWNER or any of its duly authorized representatives shall have access to all books, records, papers and documents relevant to the PROJECT maintained by the CONTRACTOR and all subcontractors for the purpose of making audit examinations, excerpts and transcriptions. CONTRACTOR and all subcontractors shall preserve and maintain such records during PROJECT construction and for a minimum of three years after final payment by the Town.

- c. CONTRACTOR'S facilities and records shall be subject at all reasonable times to inspection and audit by the OWNER and its duly authorized representatives during the period of performance of this Contract and for three years thereafter.

ARTICLE XVIII: AMENDMENTS TO CONTRACT

This Contract may be amended only by a document in writing signed by CONTRACTOR and OWNER, which amendment shall be executed as was the original Contract and appended hereto.

FOR CONTRACTOR:

Michael Interlini Jr President/Owner

ATTEST: _____

FOR TOWN OF WARREN:

Joseph A, DePasquale , Council President

ATTEST: _____
Julie Coelho, Town Clerk

END OF SECTION